

Message Text

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ORIGIN MED-03

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FM SECSTATE WASHDC

TO AMEMBASSY BANGKOK

AMEMBASSY JAKARTA

AMEMBASSY KABUL

AMEMBASSY KUALA LUMPUR

AMEMBASSY MEXICO

AMEMBASSY SINGAPORE

UNCLAS STATE 130947

E.O. 11652: N/A

TAGS: AMED

SUBJECT: DRUG ABUSE PREVENTION GRANT

1. THERE FOLLOWS A GRANT AGREEMENT FORM PREPARED FOR USE IN THE OPERATION OF THE DRUG ABUSE PREVENTION PROGRAMS OVERSEAS. UPON COMPLETION, THE ORIGINAL AND ONE COPY OF FULLY EXECUTED AGREEMENT SHOULD BE FORWARDED TO DG/MED. THE AGREEMENT SHOULD BE EXECUTED AT THE EARLIEST PRACTICABLE DATE BUT NOT LATER THAN JUNE 20, 1975 AND DG/MED ADVISED BY WIRE AT THE TIME THE EXECUTED COPIES ARE FORWARDED TO PERMIT GRANT OBLIGATION ACTION.

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2. FISCAL DATA AND AMOUNT OF GRANT WILL FOLLOW IN SEPARATE MESSAGE.

- GRANT AGREEMENT

- BETWEEN
- THE EMBASSY OF THE GOVERNMENT OF THE UNITED STATES

- THIS AGREEMENT, MADE AND ENTERED INTO THIS DAY OF
- 197 , BY AND BETWEEN THE GOVERNMENT OF
- THE UNITED STATES OF AMERICA (HEREINAFTER REFERRED TO AS
- THE "GOVERNMENT" REPRESENTED BY THE OFFICE OF MEDICAL
- SERVICES OF THE DEPARTMENT OF STATE, AND ACTING THROUGH

THE EMBASSY OF THE UNITED STATES OF AMERICA (HEREINAFTER
REFERRED TO AS THE "GOVERNMENT" REPRESENTED BY THE OFFICE
OF MEDICAL SERVICES OF THE DEPARTMENT OF STATE, AND ACT-
ING THROUGH THE EMBASSY OF THE UNITED STATES OF AMERICA
(HEREINAFTER REFERRED TO AS THE "EMBASSY"), AND THE
(LOCAL COMMUNITY ORGANIZATION) AT (ADDRESS, TYPE OF
ORGANIZATION, AND CITATION OF AUTHORITY), (HEREINAFTER
REFERRED TO AS THE "GRANTEE"), SHALL BE IN ACCORDANCE WITH
THE FOLLOWING TERMS AND CONDITIONS:

- WHEREAS, THE GOVERNMENT DESIRES TO CONDUCT THROUGH
THE DEPARTMENT OF STATE (HEREINAFTER REFERRED TO AS THE
"DEPARTMENT") A TRAINING, EDUCATION, TREATMENT AND RE-
HABILITATION PROGRAM FOR DRUG ABUSE AND RELATED ADJUST-
MENT PROBLEMS, IN (LOCATION OF POST);

- WHEREAS, THE DEPARTMENT OF STATE AND THE NATIONAL
INSTITUTE OF DRUG ABUSE (NIDA) HAVE ENTERED INTO AN
INTERAGENCY AGREEMENT PROVIDING FOR ASSISTANCE TO THE
DEPARTMENT IN THE ESTABLISHMENT AND OPERATION OF OVER-
SEAS DRUG ABUSE PROGRAMS;

- WHEREAS, THE GRANTEE IS QUALIFIED AND HAS INDICATED
ITS WILLINGNESS TO PERFORM THIS SERVICE IN A MANNER
ACCEPTABLE TO THE GOVERNMENT;

- WHEREAS, THE EMBASSY DEEMS IT DESIRABLE TO UTILIZE
THE SERVICES OF THE GRANTEE TO FURTHER THIS PROGRAM;
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- NOW, THEREFORE, A GRANT IS HEREBY MADE SUBJECT TO
THE FOLLOWING CONDITIONS:

- ARTICLE I

PURPOSE

- A. THE EMBASSY HEREBY AWARDS A GRANT OF \$
TO THE GRANTEE TO ENABLE IT TO PROVIDE SERVICES IN
CARRYING OUT A DRUG ABUSE, TRAINING, EDUCATION, TREAT-
MENT AND REHABILITATION PROGRAM.
- B. THE GRANTEE SHALL RECRUIT QUALIFIED EMPLOYEES TO

ADMINISTER THE PROGRAM, AND SHALL IF REQUESTED BY THE EMBASSY SUBMIT TO THE DEPARTMENT IN ADVANCE OF EMPLOYMENT FOR ANY PROGRAM COVERED BY THIS GRANT THE QUALIFICATION OF SUCH EMPLOYEES. THE EMPLOYMENT OF ANY PERSON ON ANY PROJECT UNDER THIS GRANT SHALL BE TERMINATED IF SO REQUESTED BY THE DEPARTMENT.

- C. THE SCOPE OF SERVICES SHALL BE BASED ON:

(1) PREAWARD REQUIREMENTS FOR SERVICES ESTABLISHED OR APPROVED BY THE OFFICE OF MEDICAL SERVICES, OR ALTERNATIVELY APPROVED BY THE OFFICE OF MEDICAL SERVICES UPON PRESENTATION BY THE GRANTEE WHICH MAY APPLY TO SERVICES REQUIRED FOR NOT MORE THAN 120 DAYS FROM THE DATE OF THIS GRANT, DURING WHICH TIME THE GRANTEE WILL ASSIST THE GOVERNMENT TO DEFINE PROGRAM NEEDS AND, WITHIN FISCAL GUIDELINES ESTABLISHED BY THE

OFFICE OF MEDICAL SERVICES, THE METHODS AND RESOURCES NEEDED TO ACCOMPLISH PURPOSES APPROVED THEREUNDER;

(2) A REVISED SCOPE OF SERVICES WHICH SHALL BE ESTABLISHED OR APPROVED BY THE OFFICE OF MEDICAL SERVICES NOT LATER THAN 120 DAYS FROM THE DATE OF THIS GRANT, WHICH SHALL INCORPORATE, IN SUCH MANNER AND TO THE EXTENT DEEMED APPROPRIATE BY THE GOVERNMENT, THE EXPERIENCE OF THE PARTIES IN THE FIRST PERIOD OF PERFORMANCE, AN EVALUATION OF THE GRANTEE'S PERFORMANCE
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AND PROPOSAL FOR PERFORMANCE REQUIREMENT; THE LIMITATION OF FUNDS MADE AVAILABLE UNDER THIS GRANT, AND THE NEEDS OF THE GOVERNMENT IN THE POST OR REGION TO WHICH THIS GRANT APPLIES.

- ARTICLE II

PERIOD OF GRANT

- A. THE PERIOD OF THIS AGREEMENT SHALL BE FROM

- THROUGH

-

B. IN THE EVENT THE TIME PRESCRIBED HEREIN SHOULD PROVE INSUFFICIENT FOR THE GRANTEE TO PERFORM REQUIRED SERVICES LISTED HEREIN, THE GOVERNMENT MAY PROVIDE EXTENSIONS OF THE PERIOD OF THE AGREEMENT AS MAY BE DEEMED ADVISABLE, WHICH MAY NOT HOWEVER CUMULATIVE EXCEED TWO YEARS FROM THE DATE OF AWARD OF THIS GRANT. SUCH EXTENSION WILL BE EFFECTIVE UPON THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT FOR THIS PURPOSE.

ARTICLE III

PAYMENT AND ITEMS OF EXPENDITURE

A. FUNDS MADE AVAILABLE PURSUANT TO THIS AGREEMENT SHALL BE EXPENDED BY THE GRANTEE FOR THE PURPOSES SET FORTH IN SECTION C HEREIN BELOW, AND SHALL BE EXPENDED

IN ACCORDANCE WITH ITEMS OF EXPENDITURES LISTED IN APPENDIX I HERETO (BUDGET), SUBJECT TO MODIFICATION AS PROVIDED BY THE TERMS OF THIS AGREEMENT.

B. THE GRANTEE SHALL AS A CONDITION OF THIS GRANT MAKE ALL NECESSARY EFFORTS REQUIRED TO OBTAIN REASONABLE COMMUNITY FINANCIAL PARTICIPATION IN THE PROGRAM. A SCHEDULE OF ANTICIPATED COMMUNITY FINANCIAL PARTICIPATION SHALL BE SUBMITTED BY THE GRANTEE AS AN ATTACHMENT TO THE PROPOSED BUDGET (APPENDIX I).

C. SCHEDULE OF PAYMENTS
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PAYMENTS SHALL BE MADE QUARTERLY IN ADVANCE BASED ON THE ESTIMATED REQUIREMENTS OF THE GRANTEE, WHICH SHALL BE SUBMITTED TO THE EMBASSY FOR APPROVAL IN ACCORDANCE WITH ANY GUIDELINES ISSUED BY THE DEPARTMENT, NOT LESS THAN 30 DAYS PRIOR TO ANY REQUEST FOR PAYMENT BY THE GRANTEE. THE FIRST ESTIMATE TO BE SUBMITTED IS TO COVER THE PERIOD (MONTH, DAY, YEAR) THROUGH (MONTH, DAY, YEAR). SUBSEQUENT PAYMENT REQUESTS SHALL LIST THE REQUIREMENTS FOR THE NEXT PERIOD LESS ANY UNEXPENDED BALANCE OF FUNDS FROM THE PREVIOUS PAYMENT. REQUESTS FOR PAYMENTS SHALL NOT EXCEED THE NET REQUIREMENTS SET FORTH IN APPENDIX I.

D. ADDITIONAL FUNDING SOURCES:

1. THE GRANTEE, SUBJECT TO THE APPROVAL OF THE EMBASSY SHALL BE ENTITLED TO RECEIVE AND RETAIN FOR EXPENDITURE IN CONNECTION WITH THIS PROGRAM SUCH ADDITIONAL SOURCES OF NON-APPROPRIATED FUNDS AS MAY BE AVAILABLE TO IT. FUNDS TRANSFERRED BY THIS DEPARTMENT OR OTHER FEDERAL AGENCIES IN ACCORDANCE WITH THIS PROGRAM SHALL BE SUBJECT AT ALL TIMES TO SUCH RESTRICTIONS OR LIMITATIONS AS SHALL BE ESTABLISHED (A) BY LAW OR REGULATION ATTACHING TO THE APPROPRIATION OR OTHER SOURCE OF SUCH FUNDS, OR (B) IN ACCORDANCE WITH THE TERMS OF THIS GRANT, OR (C) OTHERWISE THROUGH INSTRUCTIONS OF THE OFFICE OF MEDICAL SERVICES IN ORDER TO DEVELOP THE PURPOSES OF THIS GRANT.

2. INSURANCE AND RELATED FUNDING SOURCES:
THE GRANTEE SHALL INCLUDE IN ALL FINANCIAL REPORTING THE ACTUAL AND ANTICIPATED RECEIPT OF, OR SOURCES OF

NON-APPROPRIATED FUNDS THROUGH, INSURANCE OR RELATED PROGRAMS (SUCH AS THE DEPARTMENT OF DEFENSE CHAMPUS PROGRAM, OR PRIVATE NON-GOVERNMENTAL INSURANCE PROGRAMS).

- 3. THE RECEIPT OF NON-APPROPRIATED FUNDS FROM SOURCES OTHER THAN DIRECT FUNDS THROUGH THIS GRANT PROGRAM MAY BE TAKEN INTO ACCOUNT BY THE GRANTING AGENCIES IN DETERMINING THE AMOUNT OF UNOBLIGATED UNCLASSIFIED

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BALANCES SUBJECT TO REIMBURSEMENT TO THE GRANTING AGENCIES AT THE CONCLUSION OF THE GRANT TERM.

- E. ANY UNEXPENDED BALANCE, OTHER THAN FUNDS FOR WHICH VALID OBLIGATION EXISTS PRIOR TO THE DATE OF TERMINATION OF THE GRANT SHALL BE RETURNED TO THE GRANTOR, UNLESS OTHERWISE AGREED BY THE CONTRACTING PARTIES.

ARTICLE IV

REPORTS

- THE GRANTEE SHALL SUBMIT TO THE EMBASSY FOR FORWARDING TO THE DEPARTMENT OF STATE (DG/MED), TOGETHER WITH A

REVIEW BY THE EMBASSY TO THE EXTENT DEEMED APPROPRIATE, THE FOLLOWING WRITTEN REPORTS (SUBJECT TO CONFIDENTIALITY LIMITATIONS IN PARAGRAPH (B) BELOW):

- A. PROGRAM
 - 1. QUARTERLY REPORTS COVERING ALL SIGNIFICANT ASPECTS OF PROGRAM TREATMENT, SERVICES AND ADMINISTRATION, INCLUDING ORIENTATION AND INSTRUCTION PROGRAMS, IF ANY, AND GENERAL REPORTS ON PARTICIPANT REACTION TO THE PROGRAM, TOGETHER WITH SUGGESTIONS OF THE GRANTEE ON THE OPERATION OF THE PROGRAM AND THE AVAILABILITY OF FUNDS THEREFOR.
 - 2. ADDITIONAL MATERIALS AND/OR REPORTS WHICH MAY BE REQUIRED BY DG/MED AS SUPPORT MATERIAL FOR FUTURE BUDGET PURPOSES OR OTHERWISE.
- B. CONFIDENTIALITY

RECORDS OF THE IDENTITY, DIAGNOSIS, PROGNOSIS, OR TREATMENT OF ANY PATIENT WHICH ARE MAINTAINED IN CONNECTION WITH THE PERFORMANCE OF ANY DRUG ABUSE PREVENTION FUNCTION SHALL BE CONFIDENTIAL AND MAY BE DISCLOSED ONLY AS AUTHORIZED BY SECTION 408 OF PUBLIC LAW 92-255 UNCLASSIFIED

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AND BY PART 401, TITLE 21 OF THE CODE OF FEDERAL REGULA-

TIONS (NOVEMBER 17, 1972), REFERRED TO AS THE "CONFIDEN-

TIALITY REGULATIONS." DISCLOSURE MAY BE AUTHORIZED ONLY IN ACCORDANCE WITH THESE REGULATIONS AND DEPARTMENTAL INSTRUCTIONS IMPLEMENTING THOSE REGULATIONS. ANY UNAUTHORIZED DISCLOSURE IS PROHIBITED BY LAW AND SUBJECT TO FEDERAL PENALTIES.

- C. FINANCIAL

- 1. QUARTERLY REPORTS REFLECTING EXPENDITURES FOR EACH BUDGET CATEGORY IN APPENDIX I UNDER THIS GRANT, TOGETHER WITH EXPENDITURES FROM NON-APPROPRIATED FUNDS OTHERWISE AVAILABLE, IF ANY. THESE REPORTS ARE TO BE SUBMITTED WITHIN 30 DAYS AFTER THE END OF THE QUARTER BEING REPORTED.

- 2. A FINAL REPORT, WITHIN 60 DAYS AFTER THE EXPIRATION OF THIS AGREEMENT, INCLUDING A COMPLETE ACCOUNTING FOR EXPENDITURES FOR EACH GRANT CATEGORY.

- 3. THESE REPORTS ARE TO BE SUBMITTED TO THE EMBASSY FOR REVIEW AND FOR FORWARDING TO THE DEPARTMENT OF STATE.

4. THE GRANTEE SHALL PROVIDE SUCH OTHER INFORMATION AND MAKE AVAILABLE FOR INSPECTION ALL RECORDS OF THE GRANTEE RELATING TO FISCAL MANAGEMENT AND DISBURSEMENTS BY THE GRANTEE FOR THIS PROGRAM, AS SHALL BE REQUESTED BY THE DEPARTMENT OF STATE OR THE COMPTROLLER GENERAL OF THE UNITED STATES, AND WILL FOR THIS PURPOSE MAINTAIN FOR NOT LESS THAN THREE YEARS AFTER THE DATE OF TERMINATION OF THIS GRANT ALL SUCH RECORDS IN CONNECTION HERewith.

ARTICLE V

GENERAL PROVISIONS

A. THE GOVERNMENT MAY, UPON DETERMINATION THAT IT UNCLASSIFIED

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IS IN ITS BEST INTERESTS, TERMINATE THIS GRANT UPON 30 DAYS WRITTEN NOTICE TO THE GRANTEE. THE GRANTEE MAY TERMINATE ITS ACTIVITIES UNDER THIS GRANT UPON 90 DAYS WRITTEN NOTICE TO THE EMBASSY. WHEN THE GRANTEE RECEIVES SUCH NOTICE OR TERMINATION OR GIVES SUCH NOTICE OF TERMINATION, THE GRANTEE SHALL TAKE IMMEDIATE ACTION TO MINIMIZE EXPENDITURES AND OBLIGATIONS FINANCED BY

THIS GRANT AND CANCEL SUCH OBLIGATIONS WHENEVER POSSIBLE;
PROVIDED, HOWEVER, THAT THE GOVERNMENT SHALL BE OBLIGATED
TO REIMBURSE THE GRANTEE IN ACCORDANCE WITH THE PRO-
VISIONS OF THIS AGREEMENT FOR ALL VALID OBLIGATIONS

UNDERTAKEN BY IT PURSUANT TO THIS GRANT UP TO THE
EFFECTIVE DATE OF THE TERMINATION.

- B. UPON EXPIRATION OF THIS GRANT UNDER ARTICLE II,
OR TERMINATION UNDER SECTION A OF THIS ARTICLE, A
CERTIFICATION BY AN INDEPENDENT PUBLIC ACCOUNTANT
EMPLOYED BY THE GRANTEE TO THE FACT THAT HE HAS EX-
AMINED RELEVANT DOCUMENTS, BOOKS AND ACCOUNTS OF THE
GRANTEE, AND THAT THE FISCAL REPORTS FURNISHED THE
EMBASSY REPRESENT TRUE AND ACCURATE STATEMENTS OF
EXPENDITURES INCURRED BY THE GRANTEE UNDER THE TERMS
OF THIS GRANT.

- C. THE GRANTEE WARRANTS THAT NO PERSON OR SELLING
AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR
SECURE THIS GRANT UPON AN AGREEMENT OR UNDERSTANDING
FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT
FEE.

- D. NO MEMBER OF OR DELEGATE TO CONGRESS OR
RESIDENT COMMISSIONER SHALL BE ADMITTED TO ANY SHARE
OR PART OF THIS GRANT OR TO ANY BENEFIT THAT MAY
ARISE THEREFROM.

- ARTICLE VI

AUTHORITY

- THIS GRANT AGREEMENT IS MADE UNDER AUTHORITY OF
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TITLE IV OF THE DRUG ABUSE TREATMENT ACT OF 1972,

PUBLIC LAW 72-255, AND SECTION 601 OF THE ECONOMY ACT
OF JUNE 30, 1932, AS AMENDED (31 USC 686), AND IN
ACCORDANCE WITH PROVISIONS OF GENERAL ACCOUNTING OFFICE
POLICY AND PROCEDURES MANUAL, TITLE 7, SECTION 8.7 AND
13.2.

- IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

- FOR THE GOVERNMENT OF THE

- UNITED STATES OF AMERICA

FOR THE GRANTEE EMBASSY OF THE UNITED STATES

SIGNATURE

TYPED NAME

TITLE

OFFICE OF MEDICAL SERVICES

GRANT NO.

- APPENDIX I
- PROPOSED GRANT BUDGET

ESTIMATED COST - ONE YEAR (OR OTHER PERIOD AS AUTHORIZED
- HEREIN):

- A. TOTAL ESTIMATED COST: \$

- B. THE CATEGORIES AND LINE ITEMS SET FORTH IN THE
ATTACHED ITEMIZATION SHALL BE SUBJECT TO REVIEW PERIODI-
CALLY BY THE GRANTING AGENCY. THE GRANTEE SHALL HAVE
AUTHORITY TO TRANSFER UP TO 15 PERCENT OF ANY UNEXPENDED
BALANCES THEREIN TO EXISTING CATEGORIES OR LINE ITEMS, OR
RELATED CATEGORIES OR LINE ITEMS TO BE ADDED THERETO SUB-
JECT TO CONCURRENCE OF THE OFFICE OF MEDICAL SERVICES.
SUCH ADJUSTMENTS SHALL BE REFLECTED IN THE NEXT SUCCEED-
ING FISCAL REPORT REQUIRED UNDER THIS GRANT.

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C. ITEMS OF EXPENDITURES: (1) SALARY OF DIRECTOR, (2)
OTHER SALARIES (PROFESSIONAL) (TO BE ITEMIZED ON
SEPARATE ATTACHED SCHEDULE), (3) SALARIES - ADMINISTRATIVE
AND NON-PROFESSIONAL STAFF, (4) SALARY RELATED COSTS,
ALLOWANCES, MEDICAL INSURANCE, ETC., (5) RENT, (6)
UTILITIES, (7) FURNITURE AND FURNISHINGS (TO BE ITEMIZED
ON SEPARATE ATTACHED SCHEDULE), (8) TRAVEL AND TRANS-
PORTATION, (9) MISCELLANEOUS SUPPLIES, (10) OTHER.

SUBTRACT UNOBLIGATED CARRYOVER (IF AUTHORIZED).

SUB-TOTAL

SUBTRACT ESTIMATED RECEIPT OF NON-APPROPRIATED FUNDS
FROM OTHER SOURCES.

NET REQUIREMENT

- E. RATES FOR TRAVEL AND PER DIEM, IF ANY, WILL BE
IN ACCORDANCE WITH THE STANDARDIZED GOVERNMENT TRAVE
REGULATIONS. IF OCEAN OR INTERNATIONAL AIR TRANSPORTATION
IS REQUIRED AFTER THE DATE OF AWARD OF THIS GRANT TO
BRING ANY SUPPLIES, MATERIALS, EQUIPMENT OR PERSONNEL TO
OR FROM THE POST FOR USE IN PERFORMANCE OF THIS GRANT,
U.S. FLAG OCEAN OR AIR CARRIERS SHALL BE EMPLOYED FOR SUCH

TRANSPORTATION, UNLESS PERMISSION OTHERWISE IS OBTAINED FROM THE DEPARTMENT OR THE EMBASSY. PERMISSION FOR USE OF NON-U.S. CARRIERS MAY BE GRANTED WHERE U.S. CARRIERS ARE NOT REASONABLY AVAILABLE OR THE COST BY U.S. CARRIERS OR FOR SHIPMENTS OR MINIMAL SIZE AND WEIGHT, OR WHERE TIME REQUIREMENTS CANNOT REASONABLY BE MET BY USE OF U.S. FLAG CARRIERS REGARDLESS OF AVAILABILITY.

- F. NONEXPENDABLE EQUIPMENT

- THE GRANTEE AGREES THAT NONE OF THE FUNDS MADE AVAILABLE UNDER THIS AGREEMENT SHALL BE USED FOR THE PURCHASE OF NONEXPENDABLE ITEMS, SUCH AS FURNITURE AND OFFICE EQUIPMENT, WITHOUT PRIOR APPROVAL OF THE EMBASSY. KISSINGER

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<< END OF DOCUMENT >>

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Margaret P. Grafeld
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EO Systematic Review
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